

A G R E E M E N T

X 1981 - 1982

HENRY HUDSON REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION

and

HENRY HUDSON REGIONAL SCHOOL DISTRICT
SECRETARIAL - CLERICAL ASSOCIATION

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ARTICLE I
RECOGNITION

A. The Board agrees to and does hereby recognize the Henry Hudson Regional School District Education' Association as the exclusive and sole bargaining agent for the secretaries and clerks employed by the Board of Education. "

B. Unless otherwise indicated, the term "employee" shall apply to all persons defined in Article I, Section A above.

ARTICLE II

INDIVIDUAL AND GROUP PROTECTION

Except as specifically provided in this agreement, nothing shall impair or limit the rights and interests of the parties as established by appropriate legislation and regulations, resolutions and policies derived from such legislation. During the life of this agreement, no terms or conditions of employment will be altered except in conformity with this agreement and pertinent legislation. Except as expressly limited by this agreement, the Board shall retain authority over policy, direction of employees and operations of the school district in accordance with applicable laws and regulations. No employee covered by this agreement shall be subject to dismissal or discipline except for just cause in accordance with the procedures provided by this agreement and pertinent statutes.

ARTICLE III

EMPLOYEES WORK/HOURS/DAYS - VACATIONS

Section I

Employees

All employees known as "ten" (10) month employees shall be employed from September 1st through June 30th each school year. All employees known as "twelve" (12) month employees shall be employed from July 1st to June 30th each school year.

Section II

Hours

A. From July 1st - June 30th, the regular five (5) day week will be thirty-five (35) hours, exclusive of a sixty (60) minute daily lunch period.

B. From July 1st - August 31st, the summer work schedule shall be the same as the regular work schedule except that employees shall have the option of working through the lunch hour and/or taking shorter lunch breaks during the summer months.

C. Overtime

Overtime shall prevail at 1½ times hourly rate beyond the normal work day with supervisor's approval. Hourly wages shall be computed at 1/7 of 1/240 of annual salary for 12-month employees and 1/7 of 1/200 annual salary for 10-month employees. During an emergency when school is closed due to weather or unnatural conditions, all employees of the Asso-

ciation who report to work will be paid the prevailing overtime rate for the actual hours worked. Personnel who do not report on such days will not lose pay.

Section III

School Holidays

The employees shall be granted all special school calendar days with the following exception:

- a. School offices will be closed during the Christmas recess.
- b. Staffing during the winter and spring recess will be at the discretion of the superintendent, and will not be more than three (3) days per week, per employee.
- c. During early dismissals for inclement weather, secretaries and clerk typists will be allowed to leave fifteen minutes (15) after students are dismissed.

Section IV

Vacations

The Board of Education shall provide vacations for those persons employed on a twelve (12) month basis as follows:

1. An employee who has been employed for one year shall be eligible for a two-week vacation.
2. An employee who has been employed for less than one year shall be eligible for a percentage of a two-week vacation based on the percentage of the year the employee has worked.
3. An employee after completing seven (7) years of service shall be eligible for a three-week vacation.

4. An employee after completing twelve (12) years of service will be eligible for a four-week vacation.

ARTICLE IV
PERSONAL DAYS

Up to three (3) days annual leave of absence for personal reasons which require absence during school hours may be taken. No statement of reason shall be required for the request, but notification to the Superintendent shall be given at least two (2) days before taking such a leave. In case of emergencies, the Superintendent shall have the discretion to waive the two-day notification requirement. Leave may be granted within two (2) days before or after a scheduled holiday at the discretion of the Superintendent. At the end of each school year, unused personal leave will be transferred to cumulative sick leave.

ARTICLE V
TEMPORARY LEAVES OF ABSENCE

A. Sick Leave

1. All employees shall be entitled to one day of sick leave per month of contract time as of the first official day of the school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

2. Non-accumulative additional sick leave benefits may be allowed as follows: Two (2) days annually, for sickness in the immediate family of the employee limited to mother, father, wife/husband, children or member of household.

B. Compassionate Leave

Five (5) consecutive working days for absence without loss of pay in the case of death in the person's immediate family or household may be taken. The administration may grant a like period of time when the presence of an employee is necessary following the death of a relative not in the immediate family. No deduction in salary shall be made for the attendance at the funeral of a relative not covered in the above paragraph.

C. Contagious Diseases

In case of quarantine on account of a contagious disease in the household of a member of the family other than

the employee, no deductions in salary shall be made for such absence during the minimum period of exclusion for contagious disease, provided that a certificate from the proper medical authority is forwarded to the Superintendent. The minimum period of exclusion shall be determined by the school physician.

D. Subpoenas and Jury Duty

In case of absence from school by reason of subpoena by the court, no deduction in salary shall be made for such absence, provided the subpoena is recorded with the Superintendent. However, if the employee is a defendant in a non-job related criminal action, and is found guilty by the court, no salary shall be paid him for such absence.

ARTICLE VI
EXTENDED LEAVES OF ABSENCE

A. The Board shall grant maternity/paternity leaves of absence upon written request by the employee in accordance with normal Board Policy and court related decisions.

B. Any employee adopting an infant child may become eligible for maternity leave. This leave shall commence upon the employee receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for adoption.

C. Placement on the salary scale upon returning from a leave of absence shall be as follows:

1. The employee shall progress to the next step of appropriate salary guide if leave were taken at the end of the school year.
2. If leave is taken at a time other than the end of the school year, the employee shall return to the step at which the employee left at the appropriate salary guide and progress to the next step at the start of the succeeding school year.

ARTICLE VII

VACANCIES AND NEW POSITIONS

The Superintendent shall make known in writing a list of vacancies and promotions which shall occur in the district and seniority will be a consideration in transfers and promotion.

ARTICLE VIII
EMPLOYEE EVALUATION

A. Employees shall be evaluated no less than twice a year. The employee shall be provided with a written evaluation to be signed by the employee so as to signify its having been read. A conference between the employee and the evaluator shall be held within a forty-eight (48) hour time span of the evaluation being presented.

B. The employee may write any comments on the evaluation and shall be provided with a copy upon request, and has a right to review own personnel file.

ARTICLE IX
GRIEVANCE PROCEDURE

A. Definitions

A grievance is a claim by an employee or the Association based upon the interpretation, application, or violation of the Agreement, policies or administrative decisions and practices affecting an employee or a group of employees.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of secretaries and clerks. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

C. Procedure for Individual Grievances

1. Any individual member of the non-professional staff shall have the right to appeal the application of policies and administrative decisions affecting him through recognized administrative channels.

2. In presenting his grievances, the member of the staff shall be assured freedom from prejudicial action in presenting his appeal.

3. He shall have the right to present his own appeal or to designate a representative of the local education association or other person of his own choosing to appear with him at any step of his appeal. Both the aggrieved person and his representative will be permitted to state their views.

4. Any non-professional employee who has a grievance shall appeal it orally to his immediate superior and if necessary, continue the appeal to the next person in line until reaching the School Superintendent.

5. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

6. If, as a result of the discussion with the superintendent, the matter is not resolved to the satisfaction of the employee, he/she shall then, within five (5) school days, set forth his grievance in writing to the superintendent specifying

- a. the nature of the grievance
- b. the results of previous discussions
- c. his dissatisfaction with decisions previously rendered

The superintendent shall, following a meeting with the employee, communicate his decision to the employee in writing within ten (10) school days of receipt of the written grievance.

7. If the grievance is not resolved to the employee's satisfaction, he/she, no later than three (3) school days after receipt of the superintendent's decision may request a review by the Board. The Board, or a committee thereof, shall render a decision in writing within twenty (20) school days of receipt of the grievance by the Board.

8. Should the Association be dissatisfied with the decision on the grievance rendered by the Board, it may by a written dated notice to the Board not later than ten (10) school days following the rendering of the Board's decision, refer the grievance to binding arbitration.

9. Within ten (10) school days following the reference to arbitration, either party shall have the right to apply to the American Arbitration Association to appoint the arbitrator. Upon such application, the appointment of the arbitrator shall be governed by the rules established by the American Arbitration Association.

10. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearings, or, if oral hearings have been waived, then from the date of the transmitting of the final statements and proofs to the arbitrator. The decision shall be in writing and

shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law;
2. Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

11. The arbitrator's fee will be shared equally by the parties to the dispute.

12. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take action complained of, subject, however, to the decisions of the arbitrator.

13. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants until final disposition of the grievance.

ARTICLE X
INSURANCE PROTECTION

A. At the beginning of the 1981-82 school year, the Board, after consultation and agreement with the Association regarding appropriate insurance carriers, shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each full-time employee.

1. For each employee who remains in the employ of the Board for the full school year, and is contractually obligated to return the following school year, the Board shall make payments of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. For employees not returning the following year, payments for premiums shall terminate on the expiration of their contract.

2. A health-care insurance program shall be contracted with the New Jersey Public and School Employees' Health Benefits Program.

B. The Board shall enter into an agreement with a mutually agreeable company to provide members of the unit and their dependents with dental insurance protection. The Board agrees to contribute to such plan, from the date it becomes effective, a maximum of \$34.00 in 1981/82 monthly, for each member of the unit. Coverage for each member of the

unit and his dependents shall commence only after the individual member makes application for said coverage and executes the necessary enrollment card.

C. The Board shall enter into an agreement with a mutually agreeable company to provide members of the unit and their dependents with prescription coverage. The Board agrees to contribute to such plan, from the date it becomes effective, a maximum of \$14.00 in 1981/82 monthly, for each member in the unit. Coverage for each member of the unit and his dependents shall commence only after the individual member makes application for said coverage and executes the necessary enrollment card. The administration of the aforementioned plans shall be controlled by the agreed-upon companies in accordance with their rules and regulations.

D. If costs exceed the stated limits, the Association will be consulted prior to any change in coverage.

SALARY GUIDE 1981-82

STEP	SECRETARY	CLERK TYPIST
1.	7,893	6,794
2.	8,198	7,127
3.	8,514	7,460
4.	8,869	7,793
5.	9,280	8,126
6.	9,701	8,459
7.	9,990	8,692
8.	10,495	8,925
9.	10,994	9,258
10.	11,483	9,591
11.	11,983	9,924
12.	12,382	10,157
13.	12,876	10,379
14.	13,377	10,712

Super Max. 150. per year above Step 14

ARTICLE XI
DURATION OF AGREEMENT

A. This agreement shall be effective as of July 1, 1981 and shall continue in effect until June 30, 1982.

B. IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be signed by their respective Presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

HENRY HUDSON REGIONAL
SECRETARIAL-CLERICAL ASSOCIATION

By _____

President

By _____

Secretary

HENRY HUDSON REGIONAL
BOARD OF EDUCATION

By _____

President

By _____

Secretary

